

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF LABOR STATISTICS & RESEARCH

455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

ADDRESS REPLY TO:

San Francisco P.O. Box 420603
CA 94142-0603



TRAVEL AND SUBSISTENCE PROVISION

FOR

METAL ROOFING SYSTEMS INSTALLER

IN

MONTEREY COUNTY

166-104-10

166-104-10

STANDARD FORM of 7

UNION AGREEMENT
and
ADDENDA THERETO
BETWEEN

LOCAL UNION NO. 104
SHEET METAL WORKERS'
INTERNATIONAL ASSOCIATION

and

MONTEREY, SAN BENITO AND SANTA CRUZ COUNTIES

of the

MONTEREY BAY AREA SHEET METAL
CONTRACTORS ASSOCIATION, INC.

Effective July 1, 1996 to June 30, 2000

RECEIVED
Department of Industrial Relations
JAN 21 1997
Div. of Labor Statistics & Research
Chief's Office

SHEET METAL WORKERS
INTERNATIONAL ASSOCIATION
LOCAL UNION NO. 104

1939 Market Street

●
San Francisco, California

Phone 415 621-2930

EXHIBIT #4 - TRAVEL, ZONE PAY AND SUBSISTENCE

SECTION A. TRAVEL TIME: The following zones shall be established:

Zone 1 - Includes all of the County of San Francisco. The dispatch and mileage point is 1939 Market St., San Francisco.

Zone 2 - Includes all of the County of San Mateo. The dispatch and mileage point is 703 S. B Street, San Mateo.

Zone 3 - Includes all of the Counties of Alameda and Contra Costa. The dispatch point is 1720 Marina Blvd., San Leandro and mileage point is Oakland City Hall, Oakland.

Zone 4 - Includes all of Napa and Solano Counties. Dispatch and mileage point is 404 Nebraska Street, Vallejo.

Zone 5 - Includes all of Marin, Sonoma, Mendocino, Lake Counties. The dispatch and mileage point 1700 Corby Avenue, Santa Rosa.

Zone 6 - Includes Humboldt, Del Norte and Trinity Counties. The dispatch and mileage point is 9th and E Streets Eureka.

Zone 7 - Includes all of Santa Clara County. The dispatch and mileage point is 1st and Santa Clara Streets, San Jose.

Zone 8 - Includes all of Santa Cruz, Monterey and San Benito Counties. The dispatch point is Castroville and the mileage points are:

- a. the County Court House in Santa Cruz for Santa Cruz County
- b. Market & Main Streets, Salinas for Monterey County
- c. Fourth & San Benito Streets, Hollister for San Benito County

SECTION B. Each employer signatory with SMWIA Local Union No. 104 to the SFUA and the various addenda thereto shall have free zone around the address of said employer's shop which shall extend into any zone as established in paragraph "A" above. The zone shall extend thirty (30) air miles radius from the employer's shop.

SECTION C. A signatory employer when working in a zone as per paragraph "A" outside the zone in which the employer's shop is located may request sheet metal workers from the dispatch point established for that zone and for sheet metal workers so hired there shall be a free zone extending in a thirty (30) mile radius from that zone's mileage point.

SECTION D. Employers not signatory to an Agreement with SMWIA Local 104 must employ from and utilize the dispatch point of the zone in which the job is located.

SECTION E. When transportation is furnished by the employee the following shall apply:

1. Employees not furnished company transportation and traveling before the regular starting time and/or after the regular quitting time shall be paid fifty-five cents (\$.55) for each air mile traveled beyond the free zone.
2. Employees not furnished company transportation during working hours and required to report from shop to job, job to shop or job to job shall be paid twenty-five cents (\$.25) per air mile traveled and twenty-five cents (\$.25) per mile for each passenger if the driver is requested by the employer to transport said passenger.

SECTION F. When transportation is furnished by the employer the following shall apply:

1. Employees furnished company transportation and traveling before the regular starting time and/or after the regular quitting time shall be paid thirty cents (\$.30) for each air mile traveled beyond the free zone. Irrespective of the provision described above or described elsewhere in this Item 10 an employee provided a company truck on a continuous basis shall recognize a forty (40) mile free zone for the purpose of computing travel time.
2. Employer shall furnish when possible all transportation but in no instance will an employee covered by this Agreement be required to travel in other than the factory built passenger section of any vehicle. Exception to this requirement must be approved by the Union.
3. The establishment of a pick-up point other than the permanent shop for the purpose of providing company transportation shall not be permitted.

SECTION G. If an employee is required to report to the shop before starting for the jobsite and this is before the regular starting time the 30 air mile free zone shall not apply and the employee shall be compensated for all air miles traveled as stated in Paragraphs E-1 and F-1.

SECTION H. If any employee is required to report back to the shop after the regular quitting time the 30 air mile free zone shall not apply and the employee shall be compensated for all air miles traveled as stated in Paragraphs E-1 and F-1.

SECTION I. There will be a 5 air mile free zone from the employee's home if the employee reports directly to the jobsite.

SECTION J. Bridge Tolls: The employer agrees to reimburse the employee for bridge tolls incurred upon presentation of receipt for such tolls.

SECTION K. When driving a loaded company truck before starting time and after regular quitting time it shall be considered work and will be paid for at one and one-half (1-1/2) times the regular wage rate. Service trucks carrying service material shall be considered as not loaded. In all other instances only saleable equipment and materials shall constitute a load. In those instances where it is a convenience for a member of Local 104 driving a company pick-up truck from home to job or from job to home the business representative of said Local 104 will use discretion in enforcement.

SECTION L. The Employer agrees to reimburse the employee for reasonable parking fees incurred upon presentation of receipts and the Union agrees that the employees will accept and utilize in lieu thereof any reasonable parking facility provided at or in the vicinity of the job by the Employer. Travel allowance is to be paid one way only if employee quits work at his own choice.

SECTION M. WAGE ZONE RATES (Monterey/San Benito Counties). Existing language remains the same.

SECTION N. SUBSISTENCE - Existing language remains the same.

the employer shall notify the Union prior to starting shift work.

ITEM 10 TRAVEL TIME, ZONE PAY AND SUBSISTENCE

SECTION A. TRAVEL TIME: The following zones shall be established:

Zone 1 - Includes all of the County of San Francisco. The dispatch and mileage point is 1939 Market St., San Francisco.

Zone 2 - Includes all of the County of San Mateo. The dispatch and mileage point is 703 S. "B" Street, San Mateo.

Zone 3 - Includes all of the Counties of Alameda and Contra Costa. The dispatch point is 1720 Marina Blvd, San Leandro and mileage point is Oakland City hall, Oakland.

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Zone 5 - Includes all of Marin, Sonoma, Mendocino, Lake Counties. The dispatch and mileage point 1700 Corby Avenue, Santa Rosa.

Zone 6 - Includes Humboldt, Del Norte and Trinity Counties. The dispatch and mileage point is 9th and E Streets, Eureka.

Zone 7 - Includes all of Santa Clara County. The dispatch and mileage point is 1st and Santa Clara Streets, San Jose.

Zone 8 - Includes all of Santa Cruz, Monterey and San Benito Counties. The dispatch point is Castroville and the mileage points are:

- a. the County Court House in Santa Cruz for Santa Cruz County
- b. Market & Main Streets, Salinas for Monterey County
- c. Fourth & San Benito Streets, Hollister for San Benito County

SECTION B. Each employer signatory with SMWIA Local Union No. 104 to the SFUA and the various addenda thereto shall have free zone around the address of said employers shop which shall extend into any zone as established in paragraph "A" above. The zone shall extend twenty (20) air miles radius from the employers shop.

SECTION C. A signatory employer when working in a zone as per Paragraph "A" outside the zone in which the employer's shop is located may request sheet metal workers from the dispatch point established for that zone and for sheet metal workers so hired there shall be a free zone extending in a twenty (20) air mile radius from that zone's mileage point.

SECTION D. Employers not signatory to an Agreement with SMWIA Local 104 must employ from and utilize the dispatch point of the zone in which the job is located.

SECTION E. When transportation is furnished by the employee, the following shall apply:

1. Employees not furnished company transportation and

traveling before the regular starting time and/or after the regular quitting time shall be paid fifty-five (\$.55) for each air mile traveled beyond the free zone.

2. Employees not furnished company transportation during working hours and required to report from shop to job, job to shop or job to job shall be paid twenty-five (\$.25) per air mile traveled and twenty-five cents (\$.25) per mile for each passenger if the driver is requested by the employer to transport said passenger.

SECTION F. When transportation is furnished by the employer, the following shall apply:

1. Employees furnished company transportation and traveling before the regular starting time and/or after the regular quitting time shall be paid thirty cents (\$.30) for each air mile traveled beyond the free zone. Irrespective of the provision described above or described elsewhere in this Item 10, an employee provided a company truck on continuous basis shall recognize a thirty (30) mile free zone for the purpose of computing travel time.

2. Employer shall furnish, when possible, all transportation, but in no instance will an employee covered by this Agreement be required to travel in other than the factory built passenger section of any vehicle. Exception to this requirement must be approved by the Union.

3. The establishment of a pick-up point other than the permanent shop for the purpose of providing company transportation shall not be permitted.

SECTION G. If an employee is required to report to the shop before starting for the jobsite and this is before the regular starting time, the 20 air mile free zone shall not apply and the employee shall be compensated for all air miles traveled as stated in Paragraphs E-1 and F-1.

SECTION H. If an employee is required to report back to the shop after the regular quitting time, the 20 air mile free zone shall not apply and the employee shall be compensated for all air miles traveled, as stated in Paragraphs E-1 and F-1.

SECTION I. Bridge Tolls: The employer agrees to reimburse the employee for bridge tolls incurred upon presentation of receipt for such tolls.

SECTION J. When driving a loaded company truck before starting time and after regular quitting time, it shall be considered work and will be paid for at one and one-half (1-1/2) times the regular wage rate. Service trucks carrying service material shall be considered as not loaded. In all other instances only saleable equipment and materials shall constitute a load. In those instances where it is a convenience for a member of Local 104 driving a company pick-up truck from home to job, or from job to home, the business representative of said Local 104 will use discretion in enforcement.

SECTION K. The Employer agrees to reimburse the employee for reasonable parking fees incurred upon presentation of receipts and the Union agrees that the employees will accept and utilize in lieu thereof any reasonable

parking facility provided at or in the vicinity of the job by the Employer. Travel allowance is to be paid one way only if employee quits work at his own choice. *Only For*

SECTION L. WAGE ZONE RATES *(Monterey/San Benito Counties)*: Jobs bid after June 30, 1996, Wage Zone Rates 2 and 3 shall become free zones in addition to Zone 1. For those employees dispatched directly to job sites located in the wage zones, the following rates, shall be added to the Zone 1 wage scale:

(a) Radiating from the mileage points in Monterey and San Benito Counties:

Zone 1	Under 10 miles	Free
Zone 2	10 miles & under 15 miles	\$.78 per hr.
Zone 3	15 miles & under 20 miles	\$1.09 per hr.
Zone 4	20 miles & under 25 miles	\$1.41 per hr.
Zone 5	25 miles & under 30 miles	\$1.72 per hr.
Zone 6	30 miles & under 35 miles	\$2.03 per hr.
Zone 7	35 miles & under 40 miles	\$2.34 per hr.
Zone 8	40 miles and beyond; subsistence Zone, described in Item 10 - Section M.	

SECTION M. SUBSISTENCE:

1. On a job requiring employees to remain away from home overnight, subsistence of not less than \$40.00 per day shall be paid, or reasonable expenses if higher, for seven (7) days per week.

2. If an employee is requested to report to a subsistence job during working hours Monday and return to the home shop on Friday, he shall report to his home shop or dispatch point not later than quitting time Friday and subsistence shall be paid for only four (4) days. When subsistence area job is one day duration only, and employees are provided transportation and/or travel expense, they shall not also receive subsistence.

3. Any employee working on a subsistence job within the jurisdiction of any other local union affiliated with Sheet Metal Workers' International Association, whose subsistence rate is higher than the subsistence rate specified in this Agreement, shall receive the higher subsistence rate.

4. Travel time to and from a subsistence job for which the Employer furnished transportation shall be paid at the straight time rate and in addition, the employee shall be reimbursed for all bridge tolls and emergency expenses incurred en route.

5. Employees furnishing their own transportation to a subsistence job shall receive a transportation allowance as provided in Item 10 - Sections B & C, of this Addenda and, in addition thereto, shall be paid at the straight time rate for all travel time to and from such subsistence job and shall be reimbursed for all bridge tolls and emergency expenses incurred en route.

6. The foregoing shall also apply to all journeymen sheet metal workers who are not members of Local Union 104, but who are working within the jurisdiction covered by this Agreement.

7. When an employee is living in the vicinity of the subsistence area jobsite and is unable to work because of illness, injury or inclement weather, he shall be paid subsistence for the days he is unable to work. This provision shall not apply for more than two (2) consecutive days due to illness or injury. Illness or injury must be verified by a doctor's certificate.

ITEM 11 ACCESS TO SHOP

The Local 104 Representative shall have free access to any shop or job at any time work is being performed for the transaction of business pertaining to the employees covered under the terms of this Agreement. The Representative shall contact the front office of said business for access to shop area.

ITEM 12 SUCCESSOR AND ASSIGNS LANGUAGE

If during the term of this Collective Bargaining Agreement, the Employer opens a branch establishment, forms a new partnership, new corporation, or any other organization conducting business in substantially the same business as the Employer, this Collective Bargaining Agreement shall apply to such other organization or new location. This Collective Bargaining Agreement, any supplements or amendments thereto, shall be binding upon the Employer, its successor, administrator, executor, and assigns.

In the event the Employer's business is, in whole or in part, sold, leased, transferred or taken over by sale, transfer, lease, assignment, receivership of bankruptcy proceedings. It shall also be the obligation of the Employer under these circumstances to notify any prospective purchaser or lessee, assignee, receiver or trustee in any proceedings that the Employer is covered by a Collective Bargaining Agreement with the Union. This notification must be made in writing and a copy provided to the Union.

ITEM 13 INJURY PAY

If a member has a job injury requiring medical treatment before noon and is unable to resume work, he/she shall be paid until noon. If the injury requiring medical treatment occurs after noon and he/she is unable to resume work, he shall receive the full day's pay. His/her availability to return to work shall be based on the doctor's report. If the injured member leaves the job for treatment for a job caused injury and returns to work the same day, he/she shall be paid for the time he/she is off the job.

ITEM 14 VEHICLE IDENTIFICATION

All signatory employers to this Agreement and Addenda agree to have the shop name painted on both sides of each truck and it shall also be in a conspicuous place on the rear of the truck. Letters to be not less than three (3) inches high and the owner's registration certificate displayed in plain sight in each truck.

ITEM 15 HAND TOOLS

SECTION A. Members shall be required to wear tool belts, adequate clothing, to furnish and carry a sufficient number of hand tools as to perform their work in a proper manner. The following is a minimum suggested list: tool belt and tool box, one sheet metal hammer, one claw hammer or nail puller (cat's paw), three assorted screwdrivers, one pliers, one chisel, one pair dividers, one scratch awl, one pair hand tongs, one pair bulldog snips, one pair #18 or larger snips, one pair aviation snips (right